

AG Contract No.: KR04-1594TRN
ADOT ECS File No. JPA 03-039
Project: I-10/SR 202L Interchange
Landscape Maintenance
TRACS: H 5088 03C
Budget Source Item No : 83404
City No.: 114637

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into this date 16th of February, 2005, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY MANAGER (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Chapter II, Section 2. (i) of the City Charter to enter into this Agreement and has by Resolution or City Ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City
3. The State and the City are in mutual Agreement to landscape within the right of way of the I-10 and SR 202L Interchange, herein after referred to as the "Project", as shown on the Maintenance Exhibit "A", attached hereto and made a part of. The responsibility by each of the parties is defined in this Agreement under the Scope of Work.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

NO. 27376
Filed with the Secretary of State
Date Filed: 02/16/05

Genie K. Brewer
Secretary of State

By: Darryl D. Groenewald

II. SCOPE OF WORK

The State Will:

- a. Prepare and provide design plans, specifications and other such documents and services required for construction of the Project and submit them to the City for their review.
- b. Call for bids and award one or construction contract(s) for the Project. Administer it and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by project delays attributable to the State.
- c. Upon completion of the Project, maintain the landscaping and irrigation system, and pay for irrigation electrical power to operate the States irrigation contractors, all generally within the Control of Access, as designated in the Landscape Maintenance Exhibit A.

The City Will:

- a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.
- b. Be responsible for additional costs, for work requested by the City, associated with the Project. Be responsible for any design consultant and contractor claims for additional compensation caused by project delays attributable to the City.
- c. Provide potable water in mains up to or within the State's right-of-way, at it's own expense.
- d. Install the water meter(s) at the request of the State's contractor, at the State's expense.
- e. Pay or waive any water development fees.
- f. Furnish all potable water for the Project, and provide potable water at the design pressures and quantities stated in the plans. During installation, construction phase, and all water thereafter necessary to properly maintain the landscape, all at the City's expense. The City's obligation to furnish potable water for the Project may be consistent with any water conservation or drought management actions or plans taken by or adopted by the City.
- g. At the conclusion of the Contractor maintenance and warranty period, referred to in the Project Construction contract as Landscape Establishment, maintain all landscape, irrigation system up to and including the water meter, generally outside the control of access as designated on the Maintenance Exhibit A, including all testing, adjusting, repairing and operation of the irrigation system. Assume responsibility of paying for electrical power necessary to operate the City's irrigation controllers and any booster pumps.
- h. Maintain the landscaping in areas designated on the Landscape Maintenance Exhibit A. Including all testing, adjusting, repairing and operation of the irrigation system. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.

i. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic controls shall meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual". Obtain an encroachment permit through the State's Phoenix Maintenance Permits Office for all planned maintenance work within the State's Control of Access.

III. MISCELLANEOUS PROVISIONS

1 The terms, conditions and provisions of this Agreement shall remain in force and effect until completion and reimbursements; provided herein. However, any provisions for landscaping maintenance, electrical power, and water provided by the City shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon sixty-days (60) written notice to either party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said landscaping

2 This Agreement shall become effective upon filing with the Secretary of State

3 This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement and both the City and the State shall be afforded the rights, interests and privileges as provided therein, provided however, that should the City make a reasonable request to inspect the records of the State relating to this Project, such records will be produced at a time and location convenient to both parties.

5 In the event of any controversy, which may arise out of this Agreement, the parties hereby agree to abide by Arizona Revised Statutes Section 12-1518 as applicable

6 This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination"

7 Non-Availability of Funds: Every payment obligation of the State and the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or the City as applicable at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State and the City shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

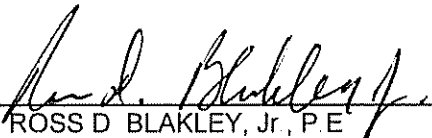
City of Phoenix
Street Transportation Department
C/O Ray Dovalina
200 West Washington, 5th Floor
Phoenix, AZ 85003-1611

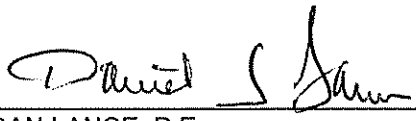
9 Pursuant to Arizona Revised Statutes Section 11-952, (D) attached hereto is the written determination of each Party's legal counsel the Party's are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Party's have executed this Agreement the day and year first above written.


CITY OF PHOENIX, an Arizona Municipal Corporation, Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

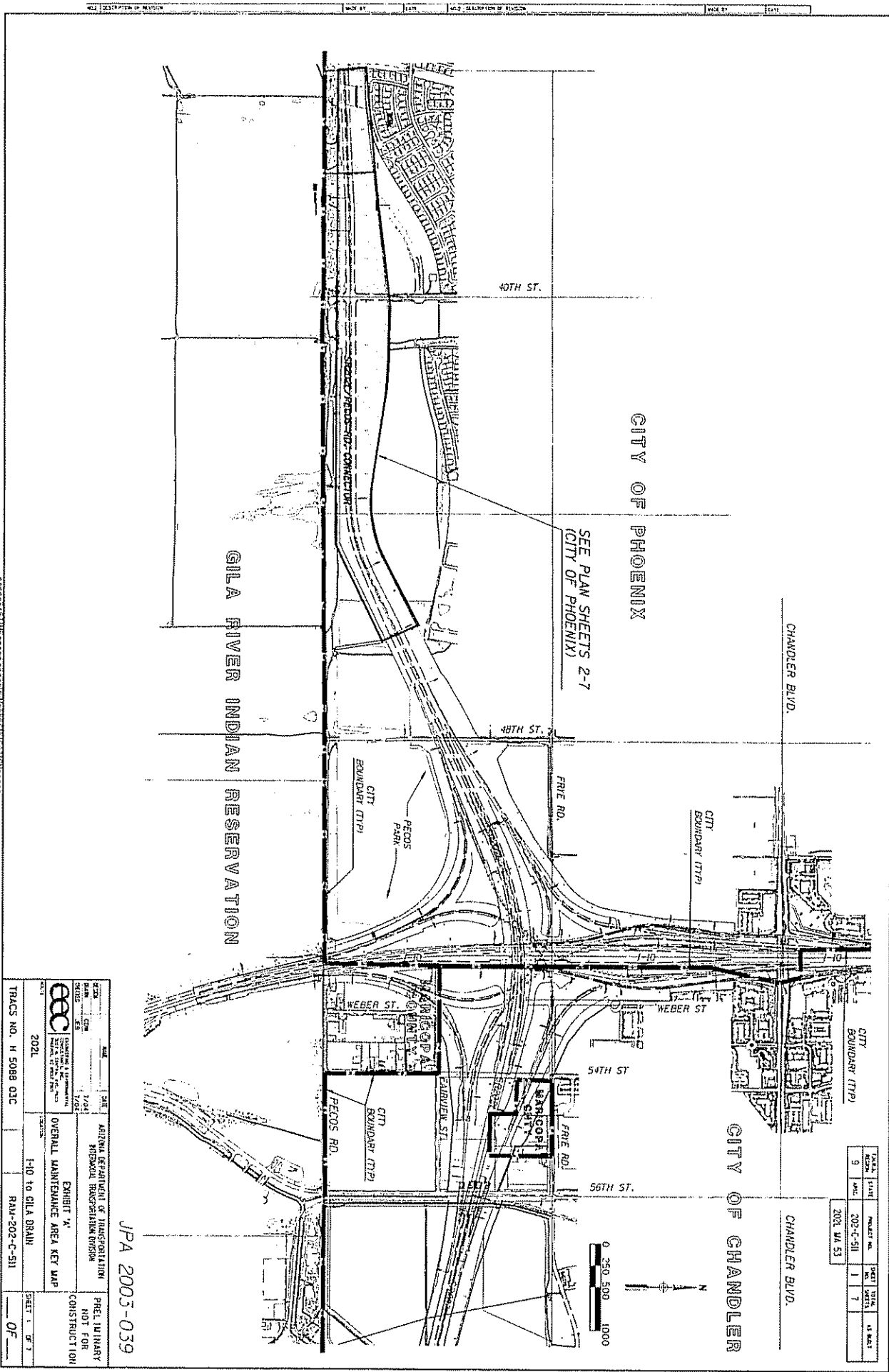
By 
ROSS D. BLAKLEY, Jr., P.E.
Acting Street Transportation Director

By 
DAN LANCE, P.E.
Deputy State Engineer, Valley Transportation

ATTEST

By 
VICKY MIEL
City Clerk





CITY OF PHOENIX
SEE PLAN SHEETS 2-7
(CITY OF PHOENIX)

GILA RIVER INDIAN RESERVATION

CHANDLER BLVD.

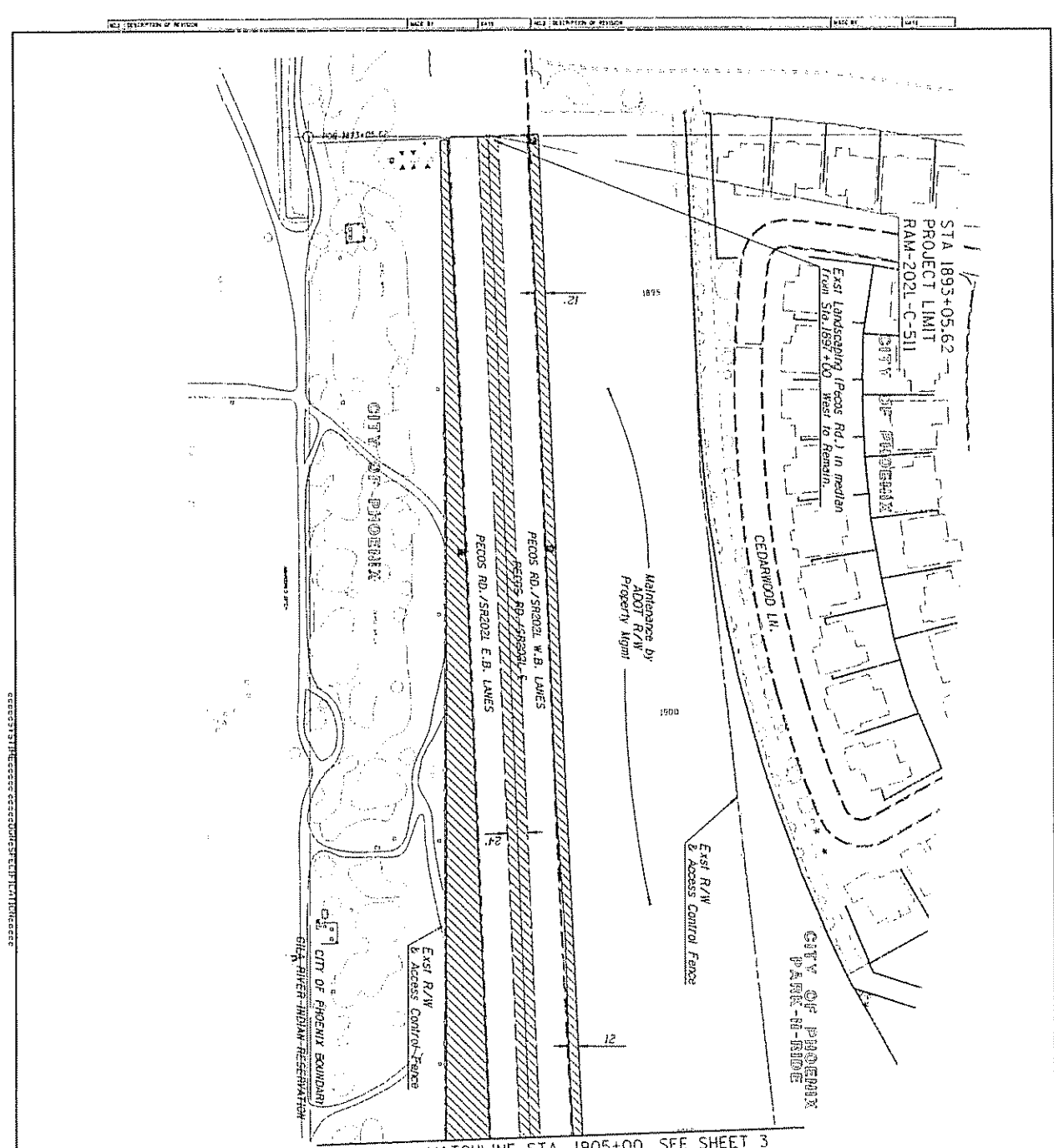
CHANDLER BLVD.

CITY OF CHANDLER

DATE	REVISION	BY	DATE	REVISION	BY
2023-05-11	1	7	2023-05-11	1	7

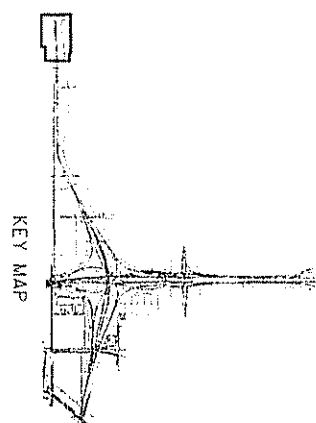
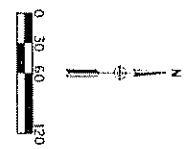
PROJECT INFORMATION PROJECT NO. H 5088 01C SHEET 1 OF 7		EXHIBIT 'N' OVERALL MAINTENANCE AREA KEY MAP	
DESIGNER JPA 2003-039		APPROVED PRELIMINARY NOT FOR CONSTRUCTION	

2023-05-11 10:00 AM 2023-05-11 10:00 AM 2023-05-11 10:00 AM



MATCHLINE STA. 1905+00. SEE SHEET 3

DATE	PROJECT NO.	SHEET NO.	OF SHEETS
2021	202-C-511	2	1

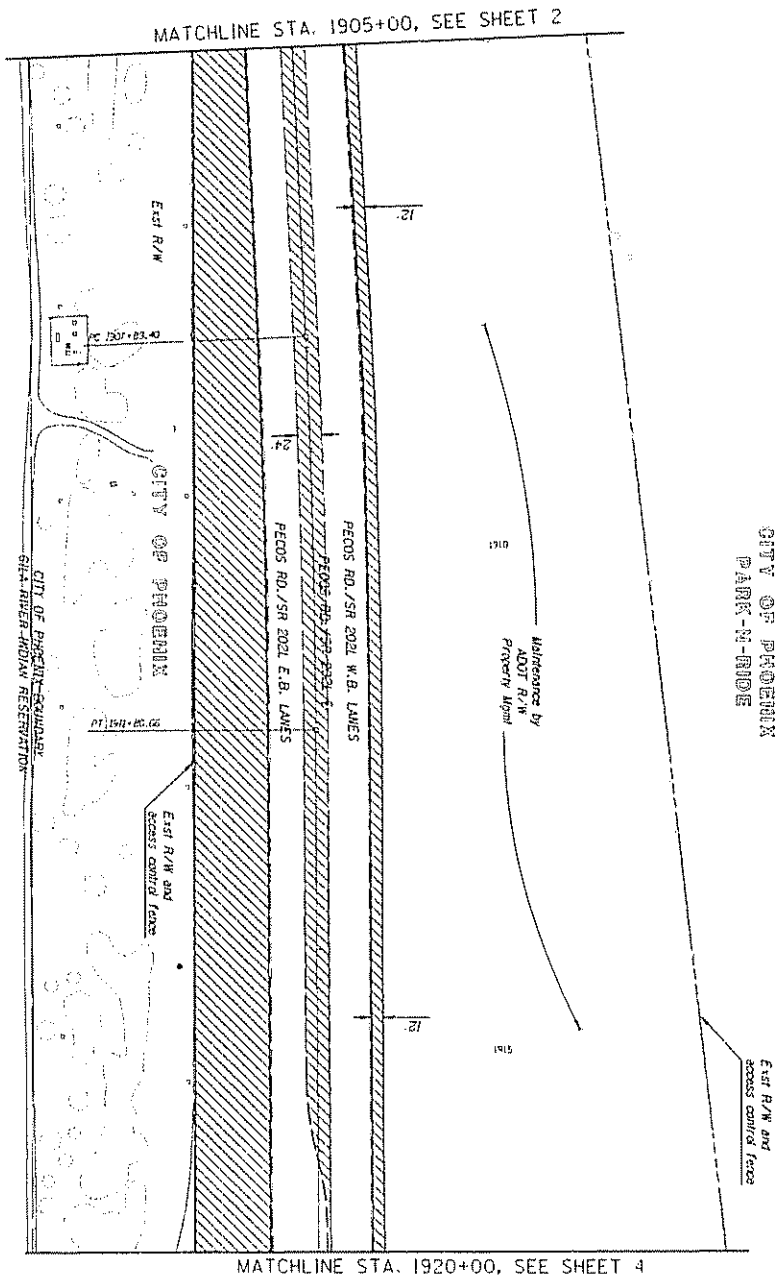


1.8 Acres - PROPOSED CITY OF PHOENIX LANDSCAPE MAINTENANCE AREA

JPA 2005-039

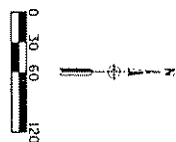
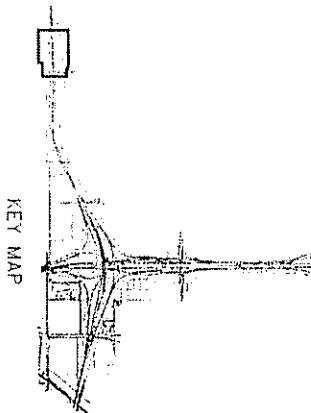
DATE	PROJECT NO.	SHEET NO.	OF SHEETS
2021	202-C-511	2	1

2021



MATCHLINE STA. 1920+00, SEE SHEET 4

3.0 ACRES PROPOSED CITY OF PHOENIX LANDSCAPE MAINTENANCE AREA



DATE	REVISION	BY	CHKD	DATE
2003-01-11	1	JPA	JPA	1/11/04
2003-01-11	2	JPA	JPA	1/11/04
2003-01-11	3	JPA	JPA	1/11/04
2003-01-11	4	JPA	JPA	1/11/04
2003-01-11	5	JPA	JPA	1/11/04

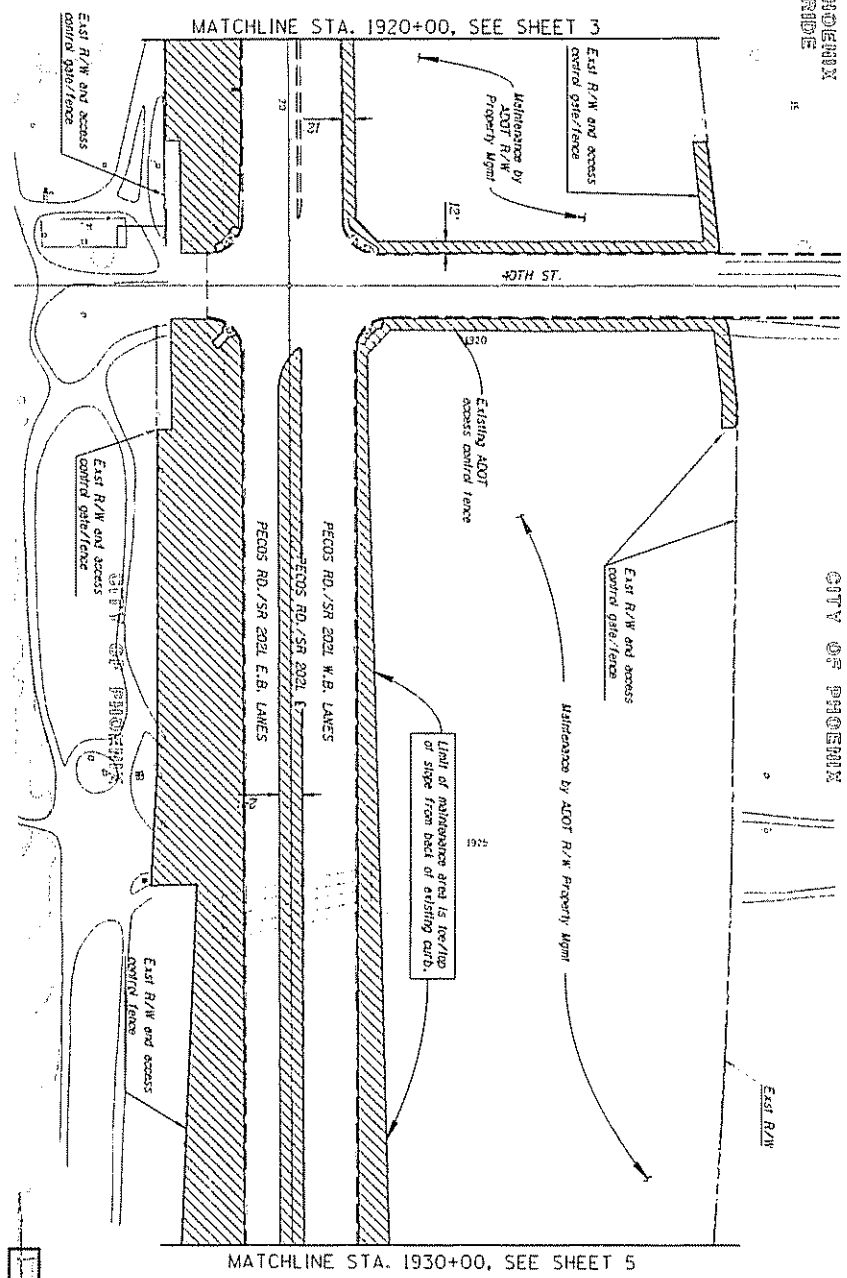
JPA 2003-039

		PROJECT NO. H 5088 03C	
DATE 1/11/04	BY JPA	CHKD JPA	DATE 1/11/04
PROJECT NAME LANDSCAPE MAINTENANCE PLAN		EXHIBIT 'N' CONSTRUCTION	
SCALE 1"=10' TO C.I.A. DRAIN		SHEET 5 OF 7	

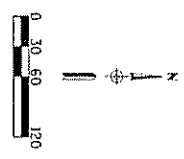
2003-01-11 JPA 2003-039

CITY OF PHOENIX
PARK-M-RIDE

CITY OF PHOENIX



KEY MAP



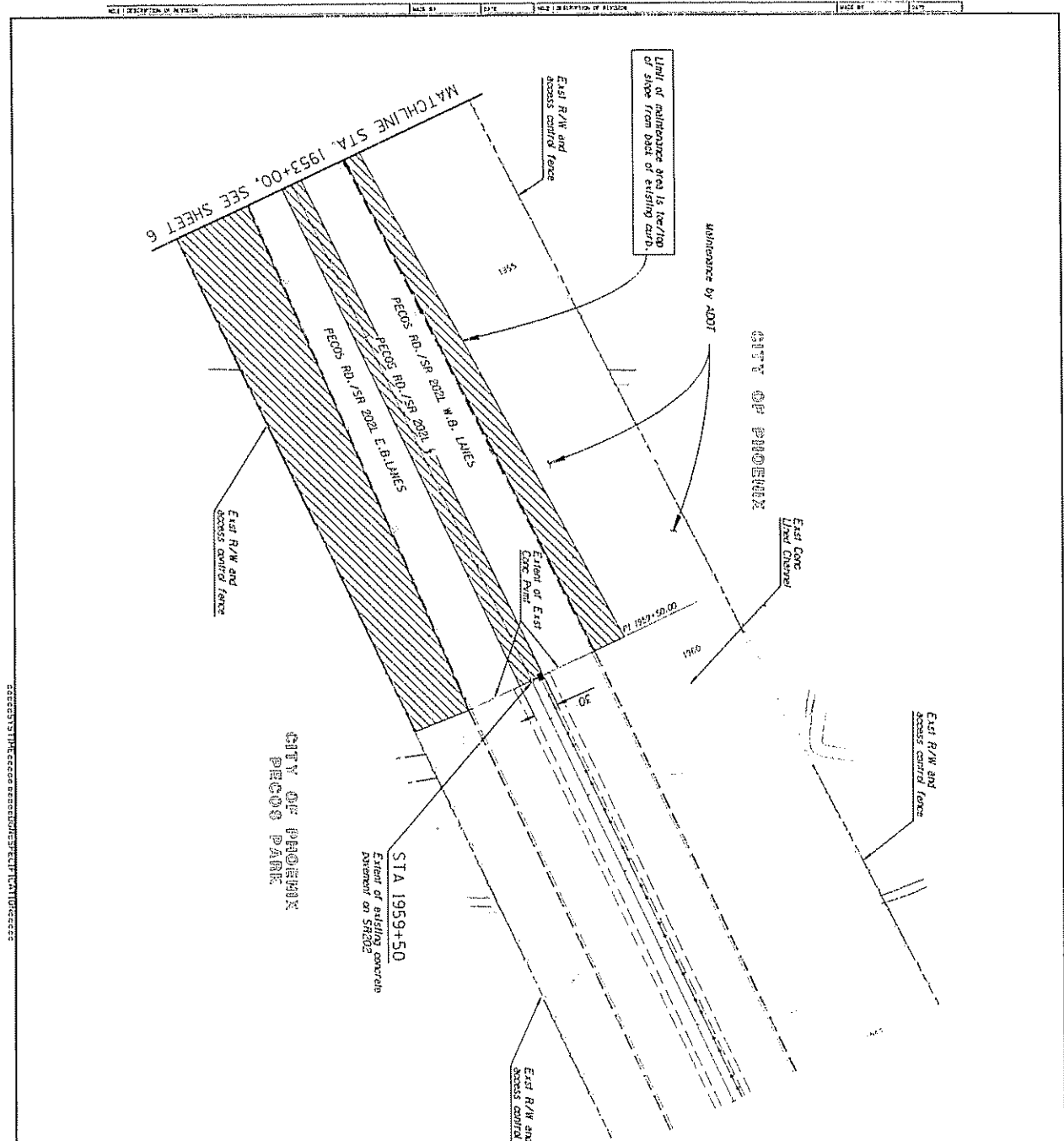
DATE	SCALE	PROJECT NO.	SHEET	TOTAL SHEETS	AS BUILT
9/11/03	1"=40'	202-C-511	4	7	
202L W.B. 53					

JPA 2003-039

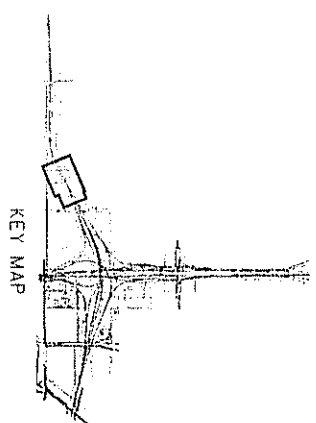
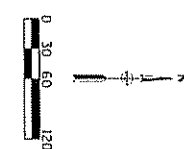
4.6 Acres - PROPOSED CITY OF PHOENIX LANDSCAPE MAINTENANCE AREA

	DATE: 7/2/04 BY: JPA CHECKED: JPA APPROVED: JPA	ARIZONA DEPARTMENT OF TRANSPORTATION METROPHIL TRANSPORTATION DIVISION LANDSCAPE MAINTENANCE PLAN EXHIBIT 'A'	PRELIMINARY NOT FOR CONSTRUCTION
TRACS NO. H 5088 03C	1-10 to GILA DRAIN	RAIL-202-C-511	SHEET 4 OF 7

20250313 JPA 2003-039 202L W.B. 53



DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS	DATE
9	APR	202-C-511	1	7	
202L MA 53					



2.5 Acres - PROPOSED CITY OF PHOENIX LANDSCAPE MAINTENANCE AREA

JPA 2003-039		PRELIMINARY NOT FOR CONSTRUCTION	
REVISION	DATE	DESCRIPTION	BY
1	4/3	7/20	
202L		LANDSCAPE MAINTENANCE PLAN	
TRACS NO. H 5088 03C		RAH-202-C-511	SHEET 1 OF 7

**CITY OF PHOENIX
REQUEST FOR COUNCIL ACTION**

Complete this form per O.P. 1.906 and A.R. 4.11.
Refer to the City Council Agenda Process Reference Guide for Assistance

ACTION REQUESTED	Formal Action: <input type="checkbox"/> Bid Award <input type="checkbox"/> License Application <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other	OR	Legal Document: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Emergency Clause? (for use only w/ord. or res. requests)
IMPACTED DISTRICT(S)	DISTRICT 6	ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER?	<input type="checkbox"/>
SUBJECT	AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION - LANDSCAPE MAINTENANCE ON PECOS RD CONNECTION TO I-10		
REQUESTED AGENDA DATE	10/6/2004	PREPARED BY	Name: Briiana Leon Department: Street Transportation Phone: 495-3697
APPROVALS	Division Head: Department Head:	J. Donald Herp Thomas E. Callow, P.E.	If prepared for another department: Department Name: Approval:
BID AWARD INFORMATION	Bid Surety Required? <input type="checkbox"/> Submitted by Low Bidder? <input type="checkbox"/> Contract Required? <input type="checkbox"/>	Performance Surety Required <input type="checkbox"/> Amount? _____ Requisition No. _____	
CONTRACT INFORMATION	Contract Amendment? <input type="checkbox"/> If Yes, Current Contract No. _____ <div style="display: flex; justify-content: space-between;"> <div>Approved by:</div> <div> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Formal Action <input type="checkbox"/> </div> <div>on Date:</div> </div>		
BUDGET INFORMATION	\$ 24,000.00 To Be Encumbered? <input type="checkbox"/> Source of Funds: _____ Fiscal Year? _____ Fund Center(s) (SAP-FM): 6300004200 Commitment Item(s) (SAP-FM): 510330 Availability of Funds Approval: Gayle Webb		
CITY MANAGER'S OFFICE	Approved by Sheryl Sculley		CM Control No. 76
CITY CLERK DEPARTMENT	Council Action Taken: Adopted <div style="display: flex; justify-content: space-between;"> <div> Ordinance Number: Resolution Number: 20157 Comments: </div> <div> RCA No. 46372 Contract No. Meeting Date 10/6/2004 Item No. 78 </div> </div>		

ITEM**DISTRICT 6****AGREEMENT WITH ARIZONA
DEPARTMENT OF
TRANSPORTATION -
LANDSCAPE MAINTENANCE
ON PECOS RD CONNECTION
TO I-10**

Request to authorize the City Manager to enter into an agreement with the Arizona Department of Transportation (ADOT) for Landscape Maintenance on the Pecos Road connection to I-10.

ADOT will install landscaping from I-10 to approximately 0.5 mile west of 40th Street, along the Pecos Road connection.

The City shall furnish all water for landscape installation during the construction phase and all water thereafter necessary to properly maintain the landscape.

After construction, the State will maintain the landscaping and irrigation system within the access control limits, and the City shall maintain the landscaping and irrigation system outside of the access control limits.

Financial Impact

The estimated cost to furnish water for this new section is approximately \$24,000 per year.

Citizen Notification

ADOT has held public meetings to receive citizen input on the design of the freeway interchange, including the landscaping.

RESOLUTION NO. 20157

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE MAINTENANCE ALONG THE PECOS ROAD CONNECTION TO INTERSTATE TEN.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The City Manager is authorized to enter into an intergovernmental agreement with the State of Arizona through the Arizona Department of Transportation for landscape maintenance along the Pecos Road connection to Interstate Ten.

PASSED by the Council of the City of Phoenix this 6th day of October, 2004.


MAYOR

ATTEST:

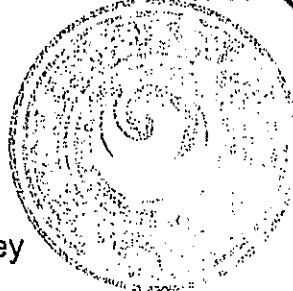

City Clerk

APPROVED AS TO FORM:


ACTING City Attorney

REVIEWED BY:


City Manager



2004 OCT -4 PM 4:13
CITY CLERK DEPT.

DLB:lm/CM 76/10-6-04/170623v1

ATTORNEY APPROVAL FORM

FOR THE CITY OF PHOENIX

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this _____ day of _____, 2005

Jesse W. Sears

ACTING
MB Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8859

TERRY GODDARD
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-1594TRN (**JPA 03-039**), an Agreement between public agencies, i.e., The State of Arizona and The City of Phoenix, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: February 10, 2005

TERRY GODDARD
Attorney General



Jeffrey T. Murray
Assistant Attorney General
Transportation Section